83, 82 N. W. 1113, 50 L. R. A. 161, 81 Am. St. Rep. 238; *Kimball* v. *Louisville & N. Ry. Co.*, 94 Miss. 396, 48 So. 230; *Eller* v. *Railway*, 140 N. C. 140, 52 S. E. 305, 3 L. R. A. (N. S.) 225.

CONSTITUTIONAL LAW—POLICE POWER—TRADING STAMPS.—A legislative act imposed a prohibitive license fee for the privilege of using stamps. *Held*, such a law is a valid exercise of the police power. *State* v. *Pitney* (Wash.), 140 Pac. 918.

The exact scope of the police power is indefinable. It is stated generally to extend to the protection of the health, morals and safety of society. It is difficult to see any objection to the use of trading stamps. There is nothing in it that partakes of the nature of chance, and by the great weight of authority it is a legitimate mode of commercial advertisement. *Ex parte McKenna*, 126 Cal. 429, 58 Pac. 916; *Sperry & Hutchinson* v. *City of Owensboro*, 151 Ky. 389, 151 S. W. 932; *Commonwealth* v. *Sisson*, 178 Mass. 578, 60 N. E. 385; *Ex parte Drexel, Ex parte Holland*, 147 Cal. 763, 82 Pac. 429, 2 L. R. A. (N. S.) 588. The individual is permitted to engage in any lawful pursuit in a legitimate and lawful manner. The prohibition of such a business is a taking of property without due process of law. *State* v. *Dodge*, 76 Vt. 197, 56 Atl. 983. A prohibitive tax on such a business is discriminatory and a taking of property without due process of law.

CONTRACTS—CONTINUING CONTRACTS—RIGHT TO TERMINATE.—An employee of the defendant, injured in the course of his employment, was sent to a hospital by a physician authorized by the defendant "to take care of the injured man." After five days the defendant informed the hospital authorities that he would not be responsible for the employee's account "from now on." The employee remained in the hospital for some time afterward. *Held*, the attempted termination of liability is a ratification by the employer of the physician's act, and such liability once fixed may not be terminated. *Omaha Gen. Hospital* v. *Strehlow* (Neb.), 147 N. W. 846.

An express promise to pay for emergency treatment to an injured employee accompanied by a disclaimer of liability as to the remainder, when the employee was taken to the hospital by an unauthorized agent, does not constitute a ratification, but is void under the statute of frauds as an oral promise to answer for the debt of another. *Holmes* v. *McAllister*, 123 Mich. 493, 82 N. W. 220, 48 L. R. A. 396. Where an injured employee is taken to a hospital by an unauthorized agent the employer may escape liability by a refusal to be bound. *Salter* v. *Nebraska Tel. Co.*, 79 Neb. 373, 112 N. W. 600, 13 L. R. A. (N. S.) 545. But where the employer himself engages treatment at a hospital for an employee, he cannot terminate such liability by a subsequent refusal to be bound. *St. Barnabas Hospital* v. *Minn. Int. Electric Co.*, 68 Minn. 254, 70 N. W. 1126, 40 L. R. A. 388.

CONTRACTS—REWARD—KNOWLEDGE OF OFFER.—Defendant offered a reward for the apprehension of a criminal. After detaining but before

delivering the criminal the plaintiff learned of the offer. On delivery the defendant refused to pay the reward. *Held,* the plaintiff can recover. *Hoggard* v. *Dickerson* (Mo.), 165 S. W. 1135.

On principle and by the weight of authority, a reward is classified as an ordinary contract, necessitating knowledge of the offer and its acceptance by performance of the conditions. *Williams* v. *Chicago St. Ry. Co.,* 191 Ill. 610, 61 N. E. 456, 85 Am. St. Rep. 278; *Broadnax* v. *Ledbetter,* 100 Tex. 375, 99 S. W. 1111, 9 L. R. A. (N. S.) 1057. Some cases, however, attempt to distinguish rewards as a peculiar species of contract, maintaining that the performance of the condition is the sole interest of the offerer, and lack of knowledge on the part of the performer in no way affects the value of the services rendered. Their holding then is that knowledge of the offer is not essential. *Dawkins* v. *Sappington,* 26 Ind. 199; *Auditor* v. *Ballard,* 9 Bush. (Ky.) 572, 15 Am. Rep. 728. It is suggested that there can be no legal obligation resting upon the offerer until the acceptor has suffered detriment on the faith of the offer. There must be consideration for the offer. But however, where part of the conditions remain yet unfulfilled, the acceptor learning of the offer after part performance, his completion of the conditions constitute consideration and entitle him to the reward. *Coffey* v. *Commonwealth* (Ky.), 37 S. W. 575. Such was the case in *Hoggard* v. *Dickerson, supra.*

CORPORATIONS—RIGHT OF A CORPORATION TO PURCHASE ITS OWN STOCK.—A corporation repurchasing its own stock gave a note in payment. When the note matured the corporation was insolvent. *Held,* the contract is uninforcible. *In re Fechheimer Fishel Co.* (C. C. A.), 212 Fed. 357. See NOTES, p. 72.

CRIMINAL LAW—SENTENCE—INDEFINITE SUSPENSION.—A judgment sentenced the accused to a term of imprisonment but further provided for the suspension of the sentence during the good behavior of the accused. *Held,* the suspension is void though the remainder of the judgment, the sentence, is enforcible. *Reese* v. *Olsen* (Utah), 139 Pac. 941.

It is said that such a suspension by the judiciary usurps the executive perogative of pardon and reprieve, and that uncertainty is given to judicial action by an indefinite suspension of sentence. *State* v. *Sturgis* (Me.), 85 Atl. 474; *Norman* v. *Rehberg* (Ga.), 78 S. E. 256. But it has been held that such a suspension is an inherent right of the court and is the only means of doing justice in some cases. *Fuller* v. *State* (Miss.), 57 So. 806. And it is further said that though the suspension is void, the judgment is severable and the sentence is valid and is only satisfied by the actual suffering of the imprisonment. *State* v. *Buckley,* 75 N. H. 402, 74 Atl. 875; *Neal* v. *State,* 104 Ga. 507, 30 S. E. 858. By the weight of authority, however, by a release on an indefinite suspension of sentence the court loses jurisdiction and a later attempt to enforce the sentence may be defeated and the prisoner relieved in habeas corpus proceedings. *People* v. *Barrett,* 202 Ill. 287, 67